



Agenda Sheet for City Council Meeting of:
10/14/2019

Date Rec'd	9/30/2019
Clerk's File #	OPR 2019-0849
Renews #	

Submitting Dept	MUNICIPAL COURT	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 21020
Agenda Item Name	INTERLOCAL AGREEMENT FOR FACILITIES FOR MUNICIPAL COURT		

Agenda Wording

Approval of Interlocal Agreement between City of Spokane and Spokane County for space in the Courthouse Annex for use by Spokane Municipal Court.

Summary (Background)

Since the formation of Municipal Court in 2009, the City has used space in the Courthouse Annex for certain Municipal Court functions. This proposed Interlocal Agreement extends this use to December 31, 2020.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense \$ 187,000.00		# 0560-13100-12500-55104-99999
Expense \$ 33,000.00		# 0690-16100-23500-55104-99999
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	HARTE, AMY	Study Session	107/19
Division Director	STAAB, TRACY	Other	
Finance	HUGHES, MICHELLE	Distribution List	
Legal	DALTON, PAT	hdelaney@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mhughes@spokanecity.org	
Additional Approvals		mdiamond@spokanecity.org	
Purchasing		rkokot@spokanecity.org	
		Spokane County Commissioners	
		tjones@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:
[Signature]
CITY CLERK

NO. 19 - 1506

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT WITH THE CITY OF)
SPOKANE WITH REGARD TO CITY MUNICIPAL)
COURT AND PROBATION SPACE [JANUARY 1,)
2017 – DECEMBER 31, 2020)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, hereinafter sometimes referred to as the "Board", has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex, located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the "Buildings"; and

WHEREAS, the Buildings are occupied and used by various County and City of Spokane departments; and

WHEREAS, the City of Spokane passed City Ordinance C34342 (the "Ordinance"). The Ordinance established a chapter 3.50 RCW Municipal Court (the "Court") effective January 2, 2009. In conjunction with operating such Court, the City desires to use space in the Buildings for a three (3) year time frame, January 1, 2017 - December 31, 2020; and

WHEREAS, the County of Spokane and City of Spokane desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department for a three- year (3) year time frame, January 1, 2017 - December 31, 2020.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute, at other than an open meeting, an agreement entitled "INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT/PROBATION SPACE (January 1, 2017 - December 31, 2020)" pursuant to which the County of Spokane and City of Spokane will reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department for a three (3) year time frame.

PASSED AND ADOPTED this 3rd day of December, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

ABSENT

MARY L. KUNEY, Chair

AL FRENCH, Vice-Chair

Ginna Vasquez, Clerk of the Board

JOSH KERNS, Commissioner

INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2017 – December 31, 2020)

THIS AGREEMENT, made and entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the “**County**”, and CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “**City**”, jointly hereinafter referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 6.32.120(6), the Board of County Commissioners has the care of the county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties’ joint uses and the Parties continue to jointly share in the building’s maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County – City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the “**Buildings**”; and

WHEREAS, the Buildings are occupied and used by various County and City departments; and

WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk’s Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is for the County and City to set forth their understandings as to sharing of costs for each Parties’ respective use of the below Buildings (the “**Buildings**”) owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County Courthouse Annex
1116 West Broadway Avenue
Spokane, Washington

Spokane County-City Public Safety Building
1100 West Mallon Avenue
Spokane, Washington

SECTION NO. 2: TERM / TERMINATION

The term of this Agreement shall commence as of January 1, 2017, and run through December 31, 2020. This Agreement will automatically renew after the initial term for one (1) year time frames commencing January 1st and running through December 31st unless one of the Parties gives six (6) months written notice prior to the end of the initial term or any renewal of its intent not to renew.

SECTION NO. 3: COUNTY OBLIGATIONS

The County shall provide all maintenance/operation, security and insurance for the Buildings.

For purposes of this Agreement, the terminology "maintenance/operation" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components. Providing utility services to the Buildings, including but not limited to those for sewer, water, gas, electricity, telephone, heat, cooling, janitorial, and refuse service.

For purposes of this Agreement, the terminology "security" shall mean internal and external personnel and/or equipment as well as modifications to either as may be required by the Board of County Commissioners consistent with statutes or security needs identified by the Spokane County Campus Security Committee.

For purposes of this Agreement, the terminology "insurance" shall mean risk-transfer mechanism that ensures full or partial financial compensation for the loss or damage caused by event(s) that are beyond the control of the insured party.

SECTION NO. 4: SPACE SHARING

Every January 1st, commencing with 2017, the County will perform a walk-through of the Buildings and record the square footage usage of the buildings by all occupants of the building, including but not limited to the City Municipal Court, City Probation Department, and Children's Waiting Room. This information will be entered into the annual County Full Cost Allocation Plan.

The Parties recognize that minor adjustments in square footage utilization may occur from time to time throughout a calendar year and agree that minor adjustments in square footage utilization of less than ten (10) percent will be recorded during the subsequent annual walk-through of the Buildings. The Parties further agree that they may discuss square footage adjustments of ten (10) percent or

greater and may mutually agree by written memorandum of the Parties representatives to make shared cost adjustments during a calendar year.

SECTION NO. 5: COST SHARING

The PARTIES shall share the costs of the Buildings maintenance/operation, security and insurance items outlined in SECTION NO. 3 COUNTY OBLIGATIONS. Annual expenses are calculated separately for the Buildings and entered in the County Full Cost Allocation Plan. The County Full Cost Allocation Plan allocates the Buildings annual expenses including indirect costs calculated in the plan to the occupants of the Buildings based on the relative square foot percentage of the PARTIES occupancy of the Buildings as determined in SECTION NO. 4 SPACE SHARING.

- A. Annual maintenance/operation costs for the Buildings include but are not limited to:
 - 1. Building Depreciation – Depreciation for the Buildings.
 - 2. Facilities Maintenance – Janitorial, utilities, fire inspection, HVAC, etc.
 - 3. Steam Plant – Climate control.

- B. Annual security costs for the Buildings include but are not limited to:
 - 1. Court Room Security – security personnel.
 - 2. Campus Security and Employee ID – security personnel, security software/hardware, and issuance of access ID cards.
 - 3. Campus Security Outside Night – nighttime security patrol.

- C. The annual insurance premium for the Buildings is provided by the County's Risk Manager.

The PARTIES agree that the cost of non-shared use office alterations or improvements for individual areas within the Buildings shall be the sole financial responsibility of the individual party. The City shall request approval from the County Chief Executive Officer prior to any office alterations or improvements.

SECTION NO. 6: RECONCILIATION AND PAYMENT

The Buildings Costs billed to the City for Municipal Court and Probation Department in the Buildings shall be the total of the amounts outlined in SECTION NO. 5 above. These costs will be calculated by September 30th of the subsequent year. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 7: NOTICE

Except as provided to the contrary in Section No. 4, all notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
Spokane City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: Presiding Judge, City of Spokane Municipal Court
1100 West Mallon Avenue
Spokane, Washington 99260

COUNTY: Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 8: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 9: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the County from contracting for all or a portion of the maintenance/operation or security of the Buildings.

SECTION NO. 10: INDEMNIFICATION/HOLD HARMLESS

The County shall protect, defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The County will not be required to indemnify, defend, or save harmless the City if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the City. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The City agrees to protect, defend, indemnify, and hold harmless the County its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The City will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the County. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The County and City agree that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any County or City employees or agents while performing work authorized under this Agreement. For this purpose, the County and City, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the City or the County shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO.11: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The Parties shall respectively be independent contractors in conjunction with meeting their responsibilities under this Agreement and not the agent or employee of the other party. The Parties are interested only in the results to be achieved and the right to control the particular manner, method and means in which the Parties obligations are performed is solely within the discretion of the party. Any and all employees of the Parties who provide obligations to the other parties under this Agreement shall be deemed employees solely of the party providing the service. The Parties shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

SECTION NO. 12: MODIFICATION

Except as may be provided in Section No. 4, this Agreement may be modified in writing by mutual written agreement of the Parties.

SECTION NO. 13: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with any party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the Parties to the contrary.

SECTION NO. 14: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

This Agreement shall be binding upon the Parties hereto, their successors and assigns.

SECTION NO. 15: DISPUTE RESOLUTION

The Parties agree that any dispute as to the "Space Sharing" or "Cost Sharing" shall be referred to the City Administrator and County Chief Executive Officer or their assigns for resolution. In the event, they are unable to resolve the dispute, it shall be submitted to arbitration. County and City shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the Parties. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

SECTION NO. 15: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 16: SEVERABILITY

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 17: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 18: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 19: FILING

The City shall file this Agreement with its City Clerk or alternatively place the Agreement on the City's website or other electronically retrievable public source. The County shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the County's website or other electronically retrievable public source.

SECTION NO. 20: EXECUTION AND APPROVAL

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 21: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 22: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 23: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 24: INSURANCE

During the term of the Agreement, the City and County shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The City and County shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 25: SUPERSEDES

This Agreement shall supersede any prior agreement between the Parties with respect to the purpose of this Agreement as set forth in Section No. 1.

SECTION NO. 26: RCW 39.34 REQUIRED CLAUSES

- a. **PURPOSE:** See Section No. 1.
- b. **DURATION:** See Section No. 2.
- c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Agreement.
- e. **AGREEMENT TO BE FILED:** See Section No. 19.
- f. **FINANCING:** See provisions within Agreement.
- g. **TERMINATION:** See Section No. 2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 12.3.19

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

ABSENT

MARY L. KUNEY, CHAIR


AL FRENCH, VICE-CHAIR


Ginna Vasquez, Clerk of the Board


JOSH KERNS, COMMISSIONER

CITY OF SPOKANE

DATED: 10/17/19

By:

Title: CITY ADMINISTRATION

Attest:

City Clerk

Approved as to form:

City Attorney / Assistant

